

EMPLOYMENT CONTRACT

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereafter called the "County", and the San Bernardino International Airport Authority, hereinafter called the "Authority", and **Kelly K. Berry**, hereinafter called "Contractor".

It is hereby agreed that County, shall employ Contractor as **Clerk of the Board**, and that Contractor shall provide her services in the manner and on the terms and conditions hereinafter set forth:

1. Contractor shall provide services with respect to the closure and reuse of Norton Air Force Base. Contractor shall be responsible for the performance of the duties set forth, but should not be limited to the following:
 - A. Prepares and/or directs the preparation of the Agenda for IVDA Board and SBIAA Commission meetings; gathers and organizes information for meeting agenda packets; attends Board and Commission meetings; composes an account of actions taken and complies with statutory requirements for public notification.
 - B. Prepares and/or directs the preparation of resolutions and certain contracts in accordance with Board and/or Commission approval; coordinates execution thereof; supervises the filing and indexing of minutes, resolutions and agreements; maintain information on Board/Commission-appointed Committees.
 - C. Processes inquiries from the general public regarding Board and/or Commission actions, procedures, and requirements; processe and attest official documents including resolutions, contracts, grants, agreements and minute orders.
 - D. Under limited supervision, performs various functions and administrative duties for the Executive Director, including preparation of correspondence, coordinating calendar of meetings, conferences and appointments.
 - E. Provides support to Chief of Staff, as assigned.
 - F. Supervises and trains certain secretarial staff in the performance of general administrative duties.
 - G. Monitors and administers computer consultant contracts in maintaining Authority's computer information systems.
 - H. Coordinates the acquisition and maintenance of office equipment.
 - I. Other duties as assigned.

2. The term of this Contract shall commence on **June 26, 2004**, and continue in effect until terminated as hereinafter provided. This Contract may be terminated at any time by either party, upon 30 days' written notice of termination to the other party. This Contract may be terminated immediately for just cause by the Authority. The Executive Director or his/her designee shall have full authority and discretion to exercise Authority's rights under this paragraph. The County Administrative Officer or his/her designee shall have full authority and discretion to exercise County's rights under this Contract.
3. For and in consideration of Contractor's services, County agrees to pay Contractor, and Contractor agrees to accept, for hours actually worked, the hourly rate of **\$25.50** as Salary. The Salary as set forth shall remain in effect until such time, if any, this employment contract is duly modified by the parties. Contractor shall be required to work such hours as necessary to carry out the duties and responsibilities specified in this Contract, and such hours may be varied so long as the work requirements and efficient operations of the Authority and the County are assured.
4. Contractor shall be entitled to all benefits in accordance with the Exempt Group C. Contractor shall be eligible to participate in the County's 1937 Act Retirement System during the term of this Contract.
5. Contractor shall be covered by County's Workers' Compensation and general liability insurance during the hours actually worked under this Contract.
6. Contractor shall be paid bi-weekly under the payroll procedures established by the County's Auditor-Controller/Recorder.
7. Contractor shall be reimbursed for actual expenses incurred in the performance of this contract in accordance with the County Code provisions governing Exempt Group C employees.
8. This Contract replaces and supersedes Contract No. 03-837. Execution of this Contract shall not be considered a break in County service; and Contractor shall carry forward all leave and retirement benefits per previous Contract No. 03-837.
9. Except as expressly provided herein, Contractor shall receive all benefits as are provided to Exempt Group C employees.
10. As a condition of employment with San Bernardino County Administrative Office/San Bernardino International Airport Authority, the Contractor does hereby agree to uphold the conflict of interest policy of the County which is stated under Rule I, Section 8, of the County's Personnel Rules as follows:

"No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships, or close business, personal or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment providing such acts to not constitute a conflict of interest as defined herein. An employee is also subject to the provisions of California Government Code Section 1090, 1126, 87100, and any other conflict of interest Code applicable to County employment."

11. Reimbursement for County use of privately-owned vehicles will be at the IRS allowable rate or \$.32 per mile, whichever is greater, and in accordance with Department and County policies.
12. If the services to be performed under this agreement require Contractor to drive a vehicle, Contractor must possess a valid California driver's license at all times during the performance of this agreement. In order for the Contractor to use any County-owned vehicle during performance of this agreement, Contractor agrees to allow County to obtain a Department of Motor Vehicles report on Contractor's driving record. If such report discloses the Contractor has an unsafe driving record, in the opinion of the County Risk Manager, Contractor may be prohibited from using any County-owned vehicle. In order for Contractor to be able to use a private vehicle during the performance of this Agreement, Contractor shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:
 - a) Fifteen Thousand Dollars (\$15,000) for single injury or death;
 - b) Thirty Thousand Dollars (\$30,000) for multiple injury or death;
 - c) Five Thousand Dollars (\$5,000) for property damage.

Failure to comply with the requirements of this paragraph shall be deemed grounds for termination of this Agreement, pursuant to paragraph # 2.

13. Contractor shall receive only the benefits and compensation set forth in this Contract.
14. The Authority shall have the sole obligation to pay to County, within thirty (30) days of billing by County, costs incurred by County pursuant to this Contract. Failure of the Authority to reimburse County timely, shall be grounds for immediate termination of Contractor's employment without requirement for advanced written notice.

15. The Authority determines that the services provided herein are reasonably necessary for the purposes of the Authority.

Mayor Judith Valles, President
San Bernardino International Airport Authority

Kelly K. Berry

Dated _____

Dated: _____

Chairman, Board of Supervisors
County of San Bernardino

Dated _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD

Renee Bastian
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____, Deputy

